

Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

U.S. Department of Energy Solar Decathlon 2015, Irvine, California, Orange County Great Park,
September 27 - October 23, 2015
EVENT

The U.S. Department of Energy Solar Decathlon challenges collegiate teams to design, build, and operate solar powered houses that are cost-effective, energy-efficient, and attractive. Teams will participate in 10 contests including Architecture, Market Appeal, Engineering, Communications, Affordability, Comfort Zone, Appliances, Home Life, Commuting, and Energy Balance.

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the EVENT, and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I for myself, personal representatives and assigns, agree:

- 1) I know the nature of the EVENT and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the EVENT.
- 2) Acknowledging that this document is to provide me with notice of possible outcomes of the Minor participating in the EVENT, I UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT COULD BE DANGEROUS and participation in the EVENT and/or entry into RESTRICTED AREAS could involve, **BUT NOT BE LIMITED TO**, PROPERTY LOSS, AND/OR RISKS AND DANGERS OF SERIOUS BODILY INJURY ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the EVENT, the rules of the EVENT, the condition and layout of the premises and equipment, transportation, or THE ACTIONS OR INACTIONS OF THE "RELEASEES" identified in Paragraph 4 below; (c) there may be OTHER RISKS NOT KNOWN TO ME, or that are not readily foreseeable at this time.
- 3) Having read the previous paragraphs, I know, understand and appreciate that these risks are inherent in the EVENT, and with such knowledge, I consent to the Minor's participation in the EVENT and/or entry into RESTRICTED AREAS and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE "RELEASEES" identified below.
- 4) I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, sanctioning organizations or any subdivision thereof, officials, rescue personnel, any persons in any RESTRICTED AREA, sponsors, officers, employees, agents, owners and lessees of the premises used to conduct the EVENT, to include, but not be limited to the National Renewable Energy Laboratory, Alliance for Sustainable Energy, LLC and its two member organizations, City of Irvine and its Officers, Employees, Agents, Volunteers and Representatives; Orange County Great Park Corporation as well as premises or EVENT inspectors, surveyors, underwriters, consultants, volunteers and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT, and each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "RELEASEES," from all liability to me, the MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE "RELEASEES."
- 5) If despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the UNNAMED RELEASEES in Paragraph 4 above, I agree to indemnify, save and hold harmless the National Renewable Energy Laboratory, Alliance for Sustainable Energy, LLC and its two member organizations, the U.S. Department of Energy, City of Irvine and its Officers, Employees, Agents, Volunteers and Representatives; Orange County Great Park Corporation and each of them, their directors, officers, agents, and employees, from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THAT MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE UNNAMED RELEASEES.

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6) I sign this agreement on my own behalf as parent or legal guardian and on behalf of the Minor.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

<hr/> Signature of Parent or Guardian	<hr/> Printed Name of Parent or Guardian	<hr/> Date
<hr/> Witnessed	<hr/> Printed Name of Witness	<hr/> Date

Name of Minor Participant

MINOR'S ASSUMPTION OF RISK ACKNOWLEDGMENT

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I have obtained the consent of my parent or legal guardian to participate in the above EVENT.

- 1) Both my parent or legal guardian and I believe I am qualified to participate in the EVENT.
- 2) I understand and will comply with the U.S. Department of Energy Solar Decathlon Rules 3-3 Safety, which states that no individuals under the age of 18 are permitted to be on the competition site during assembly and disassembly.
- 3) I understand that the ACTIVITIES OF THE EVENT INVOLVE RISKS AND DANGERS. I know that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the EVENT, or those persons responsible for conducting the event, the rules of the EVENT, or the conditions and layout of the premises and equipment.
- 4) I understand that if I feel that either the premises and/or equipment are unsafe, I will immediately move to a safe location, report to an EVENT Official the unsafe conditions and refuse to participate further in the EVENT.
- 5) I ACCEPT AND ASSUME ALL SUCH RISKS, and want to be allowed to participate in the EVENT.

I HAVE READ THE ABOVE ASSUMPTION OF RISK ACKNOWLEDGMENT, and I HEREBY SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

<hr/> Signature of Minor Participant	<hr/> Date
<hr/> Printed Name of Minor Participant	<hr/> Age (as of September 27, 2015)
<hr/> Witnessed	<hr/> Date

Team Member (including Decathletes and Team Crew) ☐ Team Name
